

SUPPLEMENTAL RESTRICTIONS AND COVENANTS
TO THE EXISTING DEDICATION, COVENANTS AND RESTRICTIONS
BRIARWOOD ADDITION, SECTION 3
TO ESTABLISH THE BRIARWOOD HOMEOWNERS ASSOCIATION

For adequate consideration and the mutual benefit to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby Grant, Sell and Convey, each to the other, an equitable servitude in accordance with all of the terms, conditions and covenants hereinafter contained, in and upon each lot, parcel, tract or other interest in land owned by the undersigned on the effective date hereof and located in Briarwood Addition, Section 3, an addition to the City of Midland, Midland County, Texas, as described in the map or plat thereof recorded in Cabinet F, Page 23, of the Plat Records of Midland County, Texas (the "Land").

For the same consideration, the undersigned do hereby alter, amend and supplement that certain Dedications, Covenants, and Restrictions of Briarwood Addition, Section 3 as recorded in Volume 815, Page 102, and the Amendment thereto, recorded in Volume 815, Page 152, Deed Records of Midland County, Texas, so that said covenants will hereafter include and incorporate all of the provisions of these Supplemental Covenants. In the event of any conflict between the existing covenants and these Supplemental Covenants, the Supplemental Covenants shall control.

The intent of the parties to this document is that the covenants herein contained, and the equitable servitude herein granted, shall be binding upon and inure to the benefit of all parties hereto, their heirs, successors and assigns, and shall be covenants running with the Land, enforceable at law or in equity.

ARTICLE ONE - DEFINITIONS

Section 1.01 - "Association" as that term is used herein shall mean and refer to the BRIARWOOD HOMEOWNERS ASSOCIATION, a non-profit corporation, its successors and assigns.

Section 1.02 - "Briarwood" or "Subdivision" when used herein shall mean and refer to those lands lying within the Briarwood Addition, Section 3, an addition to the City of Midland, of Midland County, Texas, as described more fully in the map or plat thereof recorded in Cabinet F, Page 23 of the Plat Records of Midland County, Texas, and those lands lying within the 70.82 acre tract of land to the West and adjoining Briarwood Addition, Section 3, also known as Briarwood Tract #3 (a tract of land owned at least in part by Developer). Developer agrees to make these Supplemental Covenants a deed restriction and binding on any residential Lot Owners, except for any land zoned commercial. This is an essential term of the agreement between the Developer and the Owners and its breach shall be grounds for termination of these Supplemental Covenants in accordance with Article Eight - Termination of Covenants.

Section 1.03 - "Common Area" or "Common Areas" when used herein shall mean and refer to those areas of land within Briarwood Subdivision which serve the common use, enjoyment and mutual benefit of the Residential Lot Owners and their guests, other than the streets and alleys thereof, and have been accepted by the Association. Common Areas shall also include landscaped and unlandscaped areas licensed from the City of Midland, as long as such licenses are in writing defining the responsibilities of each party.

Section 1.04 - "Facility" or "Facilities" when used herein shall mean and refer to those amenities that are built on the Common Areas, including but not limited to clubhouse, swimming pools, paved paths, gazebos, and other similar structures.

Section 1.05 - "Lot" or "Lots" when used herein shall mean and refer to any numbered tracts or parcels of land, embraced by any present or future plat of the Subdivision upon which approved residential buildings and appurtenances may be built. The term Lot shall not include those parcels and tracts of land designated as Common Areas. Any Lot Owner who owns two Lots with one residence thereon shall be considered to be the Owner of one Lot for purposes of membership in the Association and for Assessments.

Section 1.06 - "Owner" or "Owners" when used herein shall mean and refer to the record owner(s), whether one or more persons or entities, of the simple title to any Lot, but shall not mean or refer to a mortgagee, unless or until such mortgagee has concluded proceedings to foreclose or any other lawful proceeding in lieu of foreclosure, or to any licensed builder unless he owns an occupied residence on a Lot.

Section 1.07- "Covenants" when used herein shall collectively mean and refer to the Dedication, Covenants And Restrictions in Briarwood Addition, Section 3, as recorded in Volume 815, Page 101; and the amendment to same recorded in Volume 815, Page 152 of the Deed Plat Records of Midland County, Texas, as amended, including these amended covenants ("Supplemental Covenants") which establish the Briarwood Homeowners Association.

Section 1.08 - "Member" or "Members" when used herein shall mean and refer to all classes of membership as provided in Section 2.02 and include each and every residential Lot Owner in the Subdivision entitled to be a Member of the Association in accordance with the Covenants, unless that Owner purchased a Lot prior to the effective date of these Supplemental Covenants, and has not subsequent to that date executed an election to be included in the Association. It shall also include the Developer.

Section 1.09 - "Developer" shall mean J.A.R. Investment, Inc. and/or James Allen Rasnick, their successors and assigns. The term "successors and assigns" shall not include builders who acquire lots for the purpose of erecting improvements thereon.

ARTICLE TWO - ASSOCIATION
CREATION, MEMBERSHIP AND RIGHTS OF MEMBERS

Section 2.01 - "Homeowners Association". The Developer shall create a non-profit corporation under the laws of the State of Texas which shall have the power and obligation to perpetually manage, operate, maintain, repair, replace, improve and insure the Common Areas, Facilities and Easements within this Subdivision; and shall levy and collect Assessments, make disbursements of proceeds; and shall take appropriate disciplinary action concerning delinquent accounts. The Association shall be known as the "Briarwood Homeowners Association".

Section 2.02 - "Membership and Voting Rights". There shall be two (2) classes of membership in the Association:

(A) Class A Members - Upon the sale of a Lot subject to these Covenants, the purchaser shall automatically become a Member of the Association. Owners of Lots at the time of the adoption of these Supplemental Covenants shall be given a 15 day period, evidenced by written notice, to ratify these Supplemental Covenants and commit their Lot to these Supplemental Covenants as a deed restriction for themselves and future Owners of their Lot and thereby become a Member of the Association. Should they elect not to ratify these Supplemental Covenants during the 15 day period, the Association shall have the right to charge a membership initiation fee for subsequent ratification and membership to be set by the Board of Directors of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, except in the event of abandonment by the owner and/or foreclosure, in which case the lender (bank, individual or other entity holding the first note on the property) shall have all the rights and obligations of membership and assume any outstanding debt to the Association on the property.

Membership shall be subject to all provisions of this declaration and to the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. A membership in the Association shall not be transferred, pledged or alienated in any way, except on the sale of such Lot (and then only to such purchaser) or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process.

The record Owners of a Lot shall be entitled to one (1) membership in the Association and to cast one (1) vote on any matter required to be submitted to the Members for voting under the Covenants, under the Bylaws, under statute or on any other matter submitted to a vote of the Members. Any joint Owners shall designate to the Association, in writing, the name of the person entitled to vote said membership. Any Lot Owner who owns two Lots with one residence thereon, shall be

considered to be the owner of one Lot for purposes of membership in the Association and for Assessments.

At the discretion of the Association, no certificates of membership need be issued and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Association.

(B) Class B Members - Include only the Developer who shall be entitled to two (2) votes for each developed Lot that the Developer owns in the Subdivision and two (2) votes for each undeveloped acre of residential land that he owns in the Subdivision, except on issues concerning Assessments in which case the Class B Members shall have only one (1) vote per developed Lot and zero (0) votes per undeveloped acre of land. At such time as the total number of Class A Members shall equal or exceed the total votes of the Class B Members, the Class B Members shall cease to exist and the Association shall have only Class A Members. Developer shall then become a Class A Member and shall have one (1) vote for each developed Lot.

Section 2.03 - Board of Directors. The business and affairs of the Association shall be managed by a Board of from three (3) to seven (7) Directors of the Association ("Board"). The Members shall elect Directors to hold office and fill vacancies occurring on the Board of Directors in accordance with the Bylaws. If it so chooses, the Board may designate a Managing Committee of three (3) Directors to manage day to day business on its behalf and having the powers specifically approved by the Board in a written resolution.

Initially and while Developer is a Class B Member, the Board shall consist of five (5) Directors consisting of Developer, or his designated representative, two (2) Directors appointed by the Developer and two (2) Directors elected by the Class A Members. After Developer ceases to be a Class B Member, the number of Directors shall then be determined, from time to time, by a resolution of the Board of Directors.

**ARTICLE THREE - COMMON AREAS
OWNERSHIP, USE AND PROPERTY RIGHTS**

Section 3.01 - Common Areas and Ownership. The Common Areas designated by Developer, the Board, and/or shown on any recorded plats of this Subdivision, once accepted by the Association in accordance with Section 3.04, shall be owned, in accordance with the timing in Section 3.05, by the Association for the benefit of the Members within this Subdivision. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne on an equal basis by all Members of the Association, except with regard to the Class B Members. While Class B Members exist, Developer agrees to keep the Common Areas and Facilities open to the Members, and operate them in a quality manner and maintain them in good repair. One measure of the correct level of operation and maintenance shall be other successful subdivisions with similar facilities in the area.

Section 3.02 - Land Use Within the Common Areas shall be restricted to activities and improvements related to park, recreation and open space uses, including but not limited to, physical fitness, designated auto parking areas, landscaped areas, outdoor lighting, signs relevant to the development thereof, and screening and fencing devices. Recreation centers or buildings and structures, including but not limited to, swimming pools, tennis courts, cabanas, club house, picnic areas, other uses of similar nature and character shall be restricted to Common Areas.

Section 3.03 - Development of Common Areas and Facilities. Developer shall designate, design, construct, and landscape the following Common Areas and Facilities in Briarwood Addition, Section 3 during 1993: (1) A community swimming pool approximately 25 yards long, (2) pool parking and area landscaping, (3) fenced pool enclosure with a concrete deck area, restrooms/changing rooms, and a covered area with picnic tables suitable for gatherings, (4) detention pond landscaping and walking path, (5) perimeter fence north from Cherrywood Drive along Midland Drive, and (6) Rosewood entrance and Midland Drive landscaping, (7) playground, and (8) an irrigation system for these Common Areas.

Section 3.04 - Acceptance, Dedication or Transfer of Common Areas. The Developer hereby agrees to turn over the specific Common Areas and Facilities designated (1) to (8) listed in Section 3.03 to the Association to use, operate and maintain and the Association hereby accepts said Common Areas and Facilities. As Developer adds additional Common Areas and Facilities in the Subdivision,

Developer shall consult with the Association and obtain concurrence that the Association will accept these new Common Areas and Facilities to use, operate and maintain, based on a majority vote of a quorum of the Class A Members eligible to vote, as defined in the Association Bylaws. Designation of the retention pond (Tract A on the plat of the Subdivision) shall not be accepted as a Common Area unless the City of Midland agrees in writing to furnish water at no charge for irrigation of Common Area landscaping.

Section 3.05 - Conveyance of Title. The Developer shall convey title to the Common Areas and Facilities thereon, without charge and free of any and all encumbrances, to the Briarwood Homeowners Association by the earlier of the following: (1) 67% of the total residential Lots in the entire Subdivision (based on final plats for the entire Subdivision or a density of 3 lots per unplatted acre) have been sold to residential Lot Owners, (2) January 31, 2004, or (3) such other time as the Developer deems appropriate and the Class A Member agree to accept the transfer of title as evidenced by a majority vote of a quorum of the Class A Members eligible to vote, as defined in the Association Bylaws.

If a portion of the Association Assessments, as evidenced by the Association Annual Budget, is used to help the Developer retire debt (make principal and interest payments) on Common Areas, improvements thereon, and Facilities, that will be deeded to the Association at some future date, the Association shall receive, at a minimum, a fractional fee simple ownership interest in the land and facilities at the end of each fiscal year in which such a payment is made, based on the ratio of the principal paid by the Association to the total indebtedness. Failure of the Association to receive evidence of such ownership shall not negate its claim. The Association shall in no way incur any indebtedness or responsibility for Developer's indebtedness.

Dedication or transfer of fee simple title to Common Areas from/to a public agency or authority or public utility shall not be made unless the dedication and transfer, purpose, location and conditions thereof are agreed to in a written instrument entered into between the parties involved and which is approved by a majority vote of a quorum of the Class A Members eligible to vote, as defined in the Association Bylaws, and signed in accordance with said Bylaws and is accepted by representatives of such public entity.

ARTICLE FOUR - ASSESSMENTS

Section 4.01 - Creation of a Lien and Personal Obligation.

Class A Members - Assessments, charges and special assessments ("Assessments"), shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such Assessments together with interest at the maximum legal rate, attorneys fees, and any other costs of collection shall be a charge on the land and shall be a continuing lien upon the property against which such Assessments are made and shall also be the personal debt and obligation of the Owner of such property at the time of the Assessments. To the extent necessary to effect the purposes herein stated, the undersigned Owners and Class A Members do hereby severally grant to the Association a separate lien upon the Lot, tract or parcel of land owned by each Owner, which lien shall be enforceable separately as to each such Lot or tract. The lien herein granted may be enforced by any method provided by law including non-judicial foreclosure and sale in accordance with the provisions of the Texas Property Code in effect at the time of foreclosure, after twenty (20) days written notice to the Owner of such Lot or tract reflected by the records of the Association. The President of the Association serving at the time of notice may appoint in writing a Trustee to effect the non-judicial foreclosure and sale. Assessments shall be applied on an equal basis to all Class A Members of the Association. Assessments levied by the Association shall be used for the common good of the Members of the Subdivision. This shall include, but is not limited to, educational, municipal, and recreational services.

Class B Members shall not be subject to Assessments, but during the period that Class B Members exist, the Developer agrees to fund the difference between the annual Homeowners Association budget and the total of the Assessments levied on the Class A Members.

Section 4.02 - Annual Assessments. An Annual Assessment shall be fixed, levied and collected for improvement, operation and maintenance of the Common Areas and Facilities, including but not limited to, payment of applicable insurance, taxes, cost of labor, equipment, materials, financial services,

architectural services, legal services, reserve for replacement and major repairs, enforcement of deed restrictions and Association rules, management, supervision, payments to Developer to be used by Developer to make principal and interest payments on Developer's initial debts from the facilities listed in Section 3.03, and all other services, necessary to conduct the business of the Association, except additional capital improvements.

While the Class B Members exist, the Board of Directors shall recommend and submit the amount of the Annual Assessment, subject to the maximum limitation stated below, for approval by a majority vote, by written ballot, of a quorum of the the Class A and B Members entitled to vote in person or by proxy, as defined in the Bylaws. As defined in Section 2.02 the Class B Members shall have only one (1) vote per developed Lot, and zero (0) votes per undeveloped acre of land, when voting on this issue.

During the period of time that Class B Members exist, Developer shall make a diligent effort to reduce the Associations budget, by reducing the debt and other expenses of the Association. The amount of the Annual Assessment shall be reduced by a corresponding percentage so that both Class A and Class B members share in the reduction in accordance with the percentage of expenses being paid by each class of Members.

After the Class B Members no longer exist, the Board of Directors shall fix the amount of the Annual Assessment, subject to the maximum limitation stated below, by a majority vote of the Board of Directors and shall have the power to adjust, decrease or increase, the amount of said Assessments, and to credit any excess of Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

Section 4.03 - Special Assessments. Special Assessments for capital improvement in addition to the Annual Assessment may be authorized by the Board of Directors in accordance with the Bylaws of the Association for the purpose of paying in whole or in part the cost of any construction or reconstruction, unexpected repairs or replacement of any improvement in the Common Areas or Facilities or any purchase of new Common Areas or Facilities. The expenditure of capital for new Facilities, additional Common Areas, new construction, and landscaping of new areas, shall require a majority vote of a quorum of the Class A Members of the Association entitled to vote in person or by proxy, as defined in the Association Bylaws, to approve the expenditure.

Section 4.04 - Maximum Assessment. While it is recognized that the Association must meet its financial obligations and that these obligations may increase or decrease from time to time, the sum of the Annual Assessment and any Special Assessments shall not exceed \$360.00 per year per Lot, commencing with a prorated figure the year in which these Supplemental Covenants are adopted, and adjusted by the Consumer Price Index ("CPI") for all urban consumers, published by the U.S. Department of Labor, Bureau of Statistics, or such successor index that may be published by the Department of Labor.

Should the Board of Directors desire to raise the Assessment limit in any year it shall require a majority vote of a quorum of the Class A Members of the Association entitled to vote in person or by proxy, as defined in the Association Bylaws, to raise the limit for that year. The limit shall then revert to its calculated value and raise it in any subsequent year shall require another vote of the Members. Class B Members shall not be entitled to vote on any issue concerning raising the Maximum Assessment.

Section 4.05 - Notice of Assessments. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the first payment of each Annual Assessment. Notices shall be considered to be given if mailed by first class mail or hand delivered to each Owner's address last appearing in the books of the Association or supplied by such Owner to the Association for the purpose of notification. The failure of any Owner to receive a notice prescribed by this section shall not relieve the Owner of the obligation to pay any Assessment when due.

Section 4.06 - Commencement of Annual Assessment & Due Dates. The first Annual Assessments shall be determined prior to ratification of these Supplemental Covenants and presented, to the Owners at the time of ratification. The first annual Assessment shall be adjusted according to the number of months remaining in the Association's fiscal year. Payments of the first Assessment shall be made in arrears in two equal installments and continue during the Association's fiscal year as long as a majority of the Class A Members of the Association Board agree

that Developer continues to demonstrate diligent efforts to complete the Facilities described in Section 3.03 during 1993. If a majority of the Class A Members of the Board disagree that Developer is making a diligent effort, the issue shall be brought before the Members for discussion and a majority vote of a quorum of the Class A Members of the Association entitled to vote in person or by proxy, as defined in the Association Bylaws, on how to proceed.

While Class B Members exist, subsequent Annual Assessments shall be determined in accordance with Section 4.02 and paid in arrears in two equal installments at six (6) and twelve (12) months from the start of the Annual Assessment period which shall coincide with the Association's fiscal year. When only Class A Members exist, the Board shall fix the amount of subsequent Annual Assessments against each Lot at least thirty (30) days in advance of each Annual Assessment period and determine the number of installments and the due dates for payment of the Annual Assessment.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by two officers of the Association setting forth whether the Assessments on a specific Lot have been paid.

4.07 - Delinquency Notice. No Owner may waive or otherwise escape liability for the Assessments provided for herein for non-use of the services or by non-use of the Common Areas or facilities, or abandonment of the Owner's Lot. If any Owner has not paid an Assessment within thirty (30) days of the due date, the Board of Directors of the Association shall be required to file a lien on the Owner's Lot for such Assessments, together with interest at the maximum legal rate, attorney's fees, and any other costs of collection. The Board shall also provide written notice to the mortgage holder when any Lot Owner is delinquent in paying any Assessments or charges owed within forty-five (45) days after the due date.

ARTICLE FIVE - DESIGN REVIEW COMMITTEE

The Board shall appoint a Design Review Committee (the "DRC") which shall consist of three (3) Members of the Association and shall be responsible to the Board. The DRC is charged with design review of all improvements and modifications within the Subdivision for the primary purpose of: (1) to establish and preserve a harmonious design for the Subdivision, (2) to protect the value of property in the Subdivision, and (3) to maintain Briarwood Subdivision as a pleasant and desirable environment in which to live. Until such time as all of the Lots owned by Developer in the Subdivision are built on, Developer, or his designated representative, shall be a member of the DRC and shall appoint two additional members from among the Class A Members to serve on a three (3) person DRC. After all Lots are built on, the DRC members shall be appointed by the Board.

Section 5.01 - Purpose. The DRC shall regulate the external design, appearance and location of the Lots and of the improvements thereon, in such a manner as: (1) to promote those qualities in the environment which bring value to the Subdivision, (2) to foster the attractiveness and functional utility of the Subdivision as a place to live, including a harmonious relationship among structures, vegetation, and topography.

Section 5.02 - Requirement. - No building, fence, wall, residence, structure or projection from a structure (whether of a temporary or permanent nature, and weather or not such structure shall be affixed to the ground) shall be commenced erected, maintained, improved or altered, nor shall any grading, paving, rock gardening, excavation, tree removal, planting, change of exterior color or other work which in any way alters the exterior appearance of any lot or improvement be done, without prior written approval of the DRC regarding the harmony of the exterior design and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design of the Subdivision, (2) the character of the exterior materials, and (3) the quality of the exterior workmanship.

Section 5.03 - Procedures. In the event the DRC fails to approve or disapprove in writing an application within thirty (30) days after the plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse DRC decision to the Association's Board of Directors, who may reverse or modify such a decision by a two-thirds vote of those Directors present and voting at a Board meeting at which a quorum, as defined in the Association Bylaws, is present.

Section 5.04 - Guidelines. The DRC shall, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the design review provisions in the Covenants, as amended. The policy guidelines shall include: (1) review procedures, (2) aspects and objectives of review, (3) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, although optional, are generally accepted methods of achieving the required objectives in particular design problems encountered in the Subdivision. The policy guidelines are intended to assist the DRC and the Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Owners and subject to the approval of the Board.

Section 5.03 - Applicability to Developer. The provisions of Section 5.02 shall be applicable to the Developer.

ARTICLE SIX - INDEMNIFICATION

Any Director, officer, employee, or volunteer of the Association falls under the Charitable Immunity and Liability Act, Chapter 84 of the Texas Civil Practice & Remedies Code. Further Chapter 75 of the Texas Civil Practice & Remedies Code entitled "Limitation of Landowner's Liability" applies to the use of Common Areas and Facilities for recreational, municipal or educational use. The Association shall indemnify any Director or officer or former Director or officer of the Association for expenses and costs, including attorneys' fees, actually and necessarily incurred by him/her in connection with any claim asserted against him/her, by action in court or otherwise, by reason of his/her being or having been such Director or officer, except in relation to matters as to which he/she shall have been guilty of gross negligence or willful misconduct in respect to the matter in which indemnity is sought. The Association shall purchase and keep in effect Liability Insurance in the minimum amount required by the Texas Civil Practice and Remedies Code, Chapter 84.

Neither Developer, nor any Director of the Association, nor any Member shall ever be liable to any person, firm or corporation for any act of negligence or negligent omission of the Board or its agents with respect to the collection, administration, and/or expenditures of funds for improvements or operation and maintenance of Common Areas and Facilities.

ARTICLE SEVEN - AMENDMENT

The Covenants of the Briarwood Subdivision may be amended only when both of the following actions occur: (1) an affirmative vote of two-thirds of all Class A Members entitled to vote on the amendment at a Meeting of the Members, and (2) an affirmative vote on the amendment by the Class B Member, while a Class B Member exists.

ARTICLE EIGHT - TERMINATION OF COVENANTS

At any time after the effective date hereof, these Supplemental Covenants may be terminated and extinguished for good cause including, but not limited to, bankruptcy of Developer, or a change of developer, upon the written vote of at least seventy (70) percent of all of the Class A Members then eligible to vote. Such termination shall be evidenced by a written Notice of Termination describing the Land, stating that the required number of votes to terminate have been obtained, and shall be signed by the President of the Association and attested by its Secretary. When properly executed, acknowledged and recorded in the Real Property Records of Midland County, Texas, the Notice of Termination shall be prima facie evidence of the facts stated therein. Prior to any termination or extinguishment of these Supplemental Covenants, for any reason, any Common Areas and Facilities owned by the Association shall be sold, removed or otherwise disposed of so that the Association no longer has responsibility or obligation for them.

ARTICLE NINE - EXECUTION

These Supplemental Covenants may be executed in any number of counterparts, each of which shall be binding upon the party or parties so executing, and when taken together shall constitute but one instrument. In no event however, shall these

Supplemental Covenants become effective unless and until executed by Developer and at least fifty (50) percent of the lot owners eligible for Class A Membership as of the effective date.

Each party executing this instrument, or counterparty thereof, authorizes and appoints R. A. Foster as agent and attorney-in-fact for the limited purpose of assembling the signature pages and recording this instrument as a single document in the Midland County Real Property Records.

IN WITNESS WHEREOF this instrument is executed the date of each signatory party's acknowledgement, to be EFFECTIVE JUNE 1, 1993.

DEVELOPER

JAR INVESTMENTS, INC.

By: James A. Rasnick
James A. Rasnick, President

James A. Rasnick
James A. Rasnick, Individually

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 16th day of June, 1993, by James A. Rasnick, President of JAR INVESTMENTS, INC., a corporation, on behalf of said corporation, and Individually.

S E



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

OWNERS

Archie R. Taylor
Mary J Taylor
4501 Cherrywood

[Signature]
Jounghee Yi
4803 Lemonwood Ct.

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 16th day of June, 1993: by Archie R. Taylor and wife, Nancy Taylor, by TAE HO Yi and wife, Jounghee Yi.

S



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

This is an additional signature page to the SUPPLEMENTAL RESTRICTIONS AND COVENANTS TO THE EXISTING DEDICATION, COVENANTS AND RESTRICTIONS OF BRIARWOOD ADDITION, SECTION 3, TO ESTABLISH THE BRIARWOOD HOMEOWNERS ASSOCIATION:

OWNERS (Continued)

[Signature]
Don GAWICK
4505 CHERRYWOOD DR

[Signature]
Karen L Pierce
4501 Woodhollow Dr

[Signature]
Glenn E. Swalley
5000 Briarpath

[Signature]
Lanny Layman
4411 Cherrywood

[Signature]
R.A. Foster
4411 Cherrywood

[Signature]
Randy Thomas
4509 Rosewood

[Signature]
Sharon Bidwell
4500 Hilltop

[Signature]
Virginia Lewis
4414 Cherrywood

[Signature]
Fred H. Behnken
4505 - Rosewood

[Signature]
L.B. Ivanhoe
4801 Lemonwood Ct.

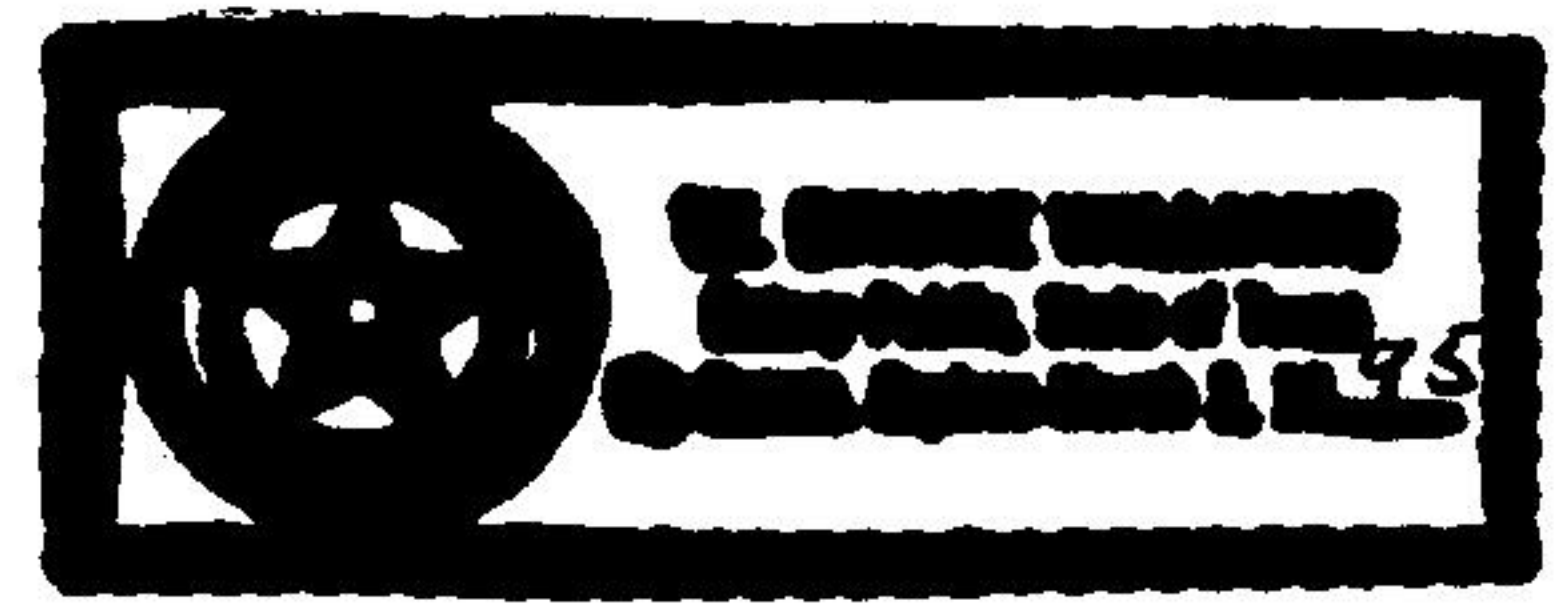
ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 16th day of MAY, 1993:

- by DON GAWICK and wife, ANDREA GAWICK,
- by Karen L. Pierce and wife, Karen Pierce,
- by Glenn E. Swalley and wife, Laurie L. Swalley,
- by Lanny Layman and wife, Joni Layman,
- by R.A. Foster and wife, Susan Foster,
- by Randy Thomas and wife, Connie Thomas,
- by Sharon Bidwell and wife, Sharon Bidwell,
- by John Lewis and wife, Virginia Lewis,
- by Fred H. Behnken and wife, Virginia Behnken,
- by L. B. IVANHOE and wife, Amy Ivanhoe,

SEAL



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

This is an additional signature page to the SUPPLEMENTAL RESTRICTIONS AND COVENANTS TO THE EXISTING DEDICATION, COVENANTS AND RESTRICTIONS OF BRIARWOOD ADDITION, SECTION 3, TO ESTABLISH THE BRIARWOOD HOMEOWNERS ASSOCIATION.

OWNERS (Continued)

Terry J. Tinney
4512 Hilltop
William B. Cade
Lana B. Cade
4509 Woodhollow Dr.
David R. Petro
Mary J. Petro
4506 Woodhollow Dr.
Len J. Oswald
JoAnn M. Oswald
513 Hilltop DR.
Don Chandler
Glenda Chandler
4504 Rosewood

[Signature]
4802 Greenwood Ct.
Robert A. Geismar
Rita O. Geismar
4514 CHERRYWOOD DR.
Jeff Stansbury
Linda S. Stansbury
4516 HILLTOP DR.
Charles M. Blankenship
Rosanne H. Blankenship
4512 Woodhollow
Jeff Grigsby
4407 Woodhollow

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 16th day of MAY, 1993:
 by Terry J. Tinney and wife, Cathie H. Tinney,
 by William B. Cade and wife, Lana B. Cade,
 by David R. Petro and wife, Mary J. Petro,
 by Len J. Oswald and wife, JoAnn M. Oswald,
 by Don Chandler and wife, Glenda Chandler,
 by Charles M. Blankenship and wife, Rosanne H. Blankenship,
 by Robert A. Geismar and wife, Rita O. Geismar,
 by Jeffery N. Stansbury and wife, Linda S. Stansbury,
 by Charles M. Blankenship and wife, Rosanne H. Blankenship,
 by Jeff Grigsby and wife, Nancy P. Grigsby.



[Signature]
 Notary Public, State of Texas
 Notary's Printed Name: _____
 Notary's Commission Expires: _____

This is an additional signature page to the SUPPLEMENTAL RESTRICTIONS AND COVENANTS TO THE EXISTING DEDICATION, COVENANTS AND RESTRICTIONS OF BRIARWOOD ADDITION, SECTION 3, TO ESTABLISH THE BRIARWOOD HOMEOWNERS ASSOCIATION:

OWNERS (Continued)

William W. Baker
Catherine D. Baker
4508 Rosewood

Charles E. Oney
Charlotte Oney
4512 Cherrywood

Clark Z. Richards
Becky Richards
4510 Rosewood

Cindy Brosig
4401 Cherrywood

Randy Hutto
Cindy Hutto
4515 Woodhollow

Janet Foster
4501 Rosewood

Kenneth D. Cook
Karyn Cook
4515 Woodhollow Dr

Harold D. Brown, Co-Trustee
Leah M. Brown, Co-Trustee
4922 Lemonwood

Robert J. Boomer
Marilyn Boomer
4522 Hilltop

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 16th day of May, 1993:

by William W. Baker and wife, Catherine D. Baker,

by Clark Richards and wife, Becky Richards,

by Randy Hutto and wife, Cindy Hutto,

by Kenneth D. Cook and wife, Karyn Cook,

by Bob Robert Boomer and wife, Marilyn Boomer,

by Charles E. Oney and wife, Charlotte Oney,

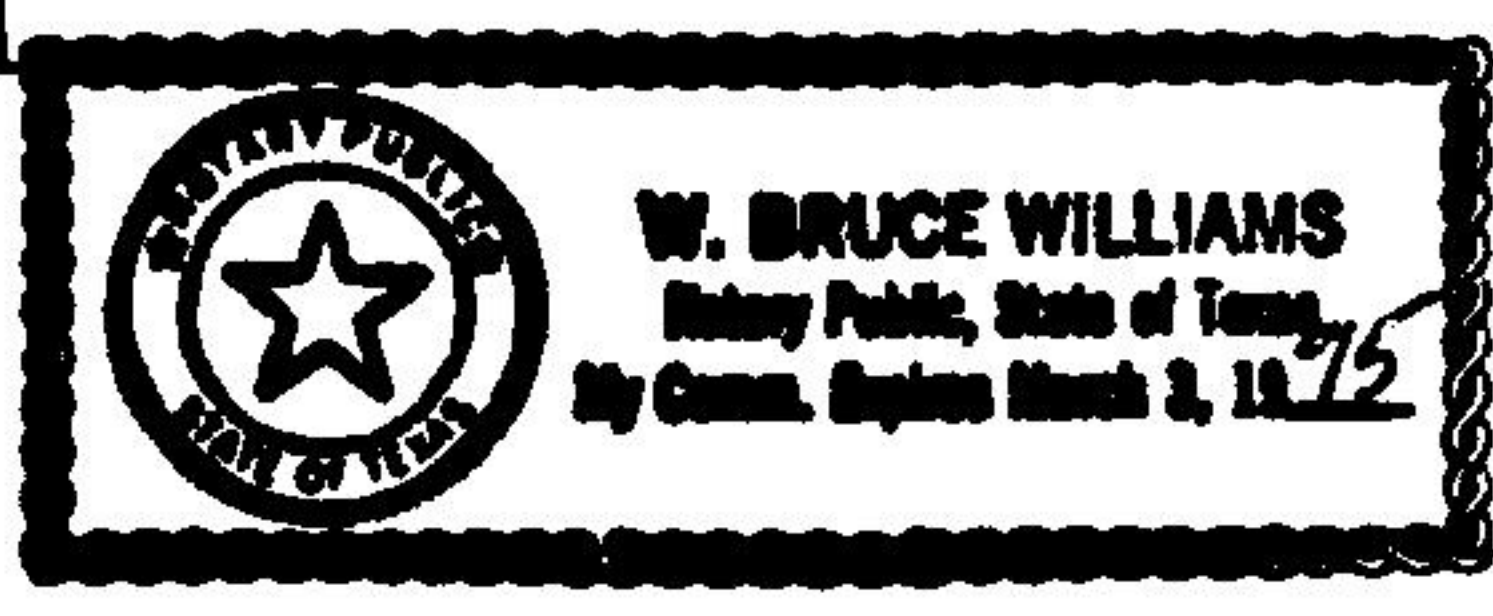
by Cindy Brosig and wife, Cindy Brosig,

by MICHAEL FOSTER and wife, Janet Foster,

by Harold D. Brown Co-Trustee and wife, Leah M. Brown Co-Trustee,

by _____ and wife, _____,

SEAL



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

VOL 815 PAGE 566

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

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OWNERS (Continued)

G.N. Buttram
Beverly R. Buttram

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

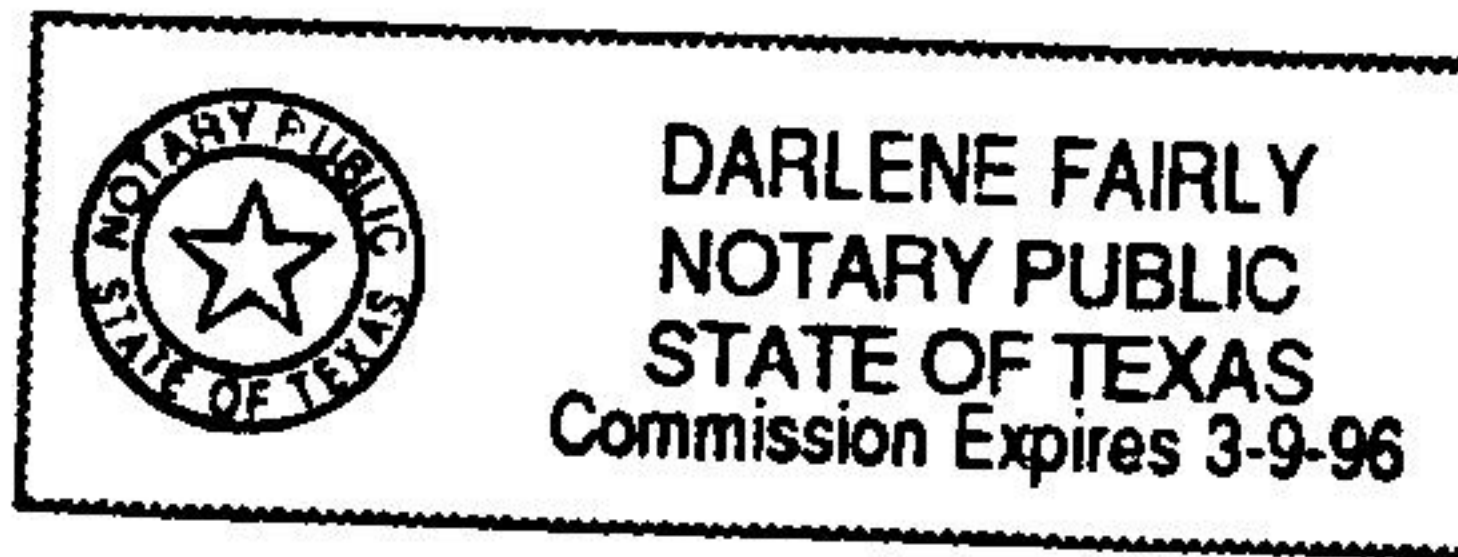
This instrument was acknowledged before me this 18 day of MAY, 1993:
by G.N. Buttram and wife, Beverly R. Buttram,

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

S E A

Darlene Fairly
Notary Public, State of Texas
Notary's Printed Name: Darlene Fairly
Notary's Commission Expires: 3-9-96



Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

Midland County Clerk Unofficial Copy

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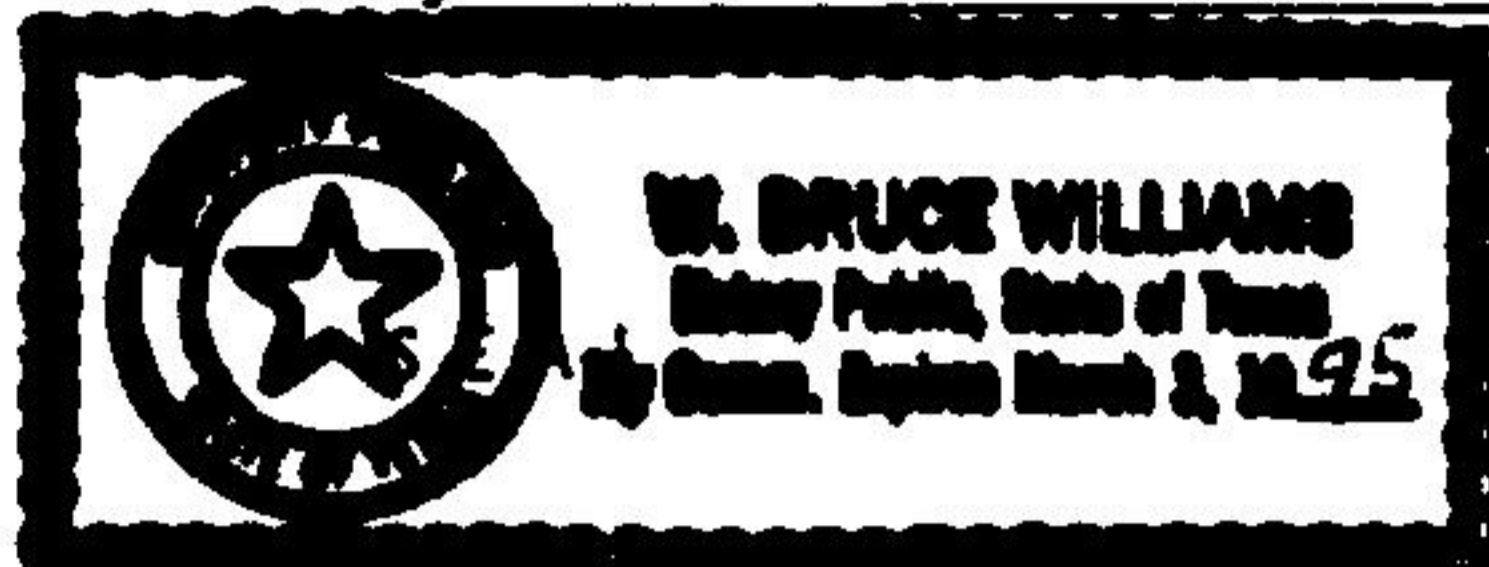
OWNERS (Continued)

[Signature]
Blaine Birkelbach
496 LEEDWOOD DR

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 15th day of May, 1993:
by LARRY BIRKELBACH and wife, DIANNE BIRKELBACH
by _____ and wife, _____



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

OWNERS (Continued)

[Signature]
Margaret P. Coleman
4513 Cherrywood Dr

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 19th day of MAY, 1993:
by Roy T. Nishi and wife, Mary Ann Nishi
by R.K. Coleman and wife, Margaret P. Coleman



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

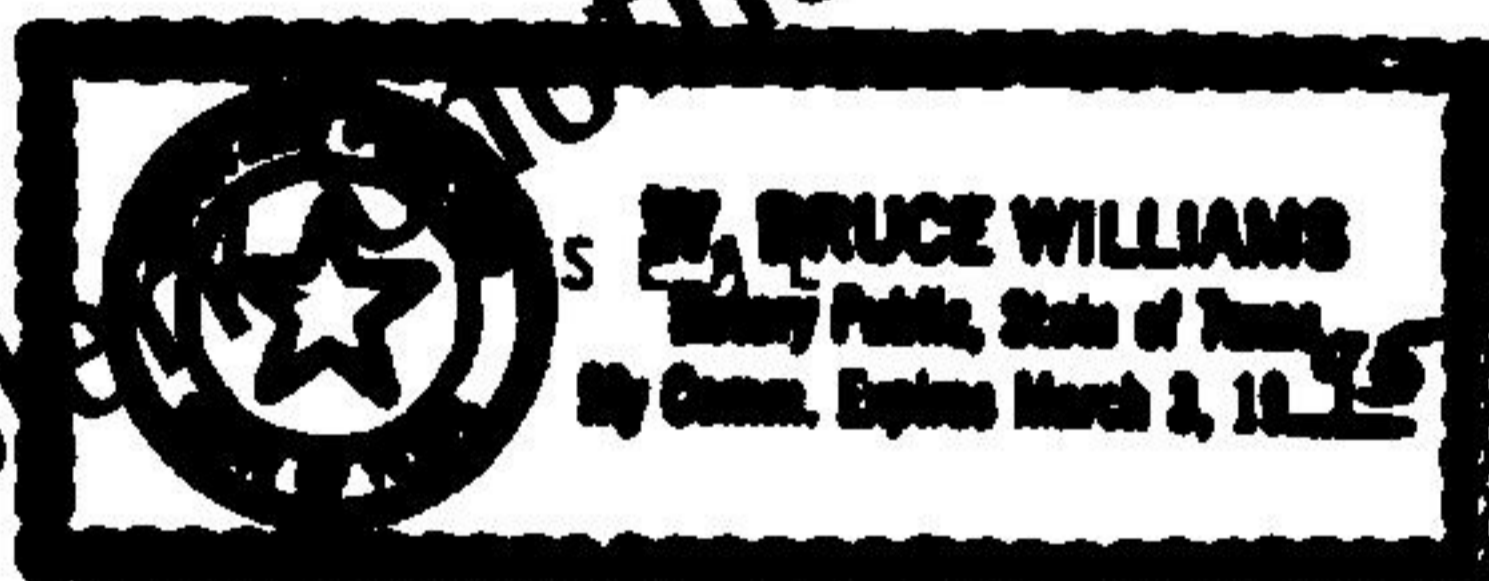
OWNERS (Continued)

[Signature]
Julia Boyd
14800 Lemmonwood Ct

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 19th day of MAY, 1993:
by GARY BOYD and wife, JULIA BOYD
by GEORGE H. BAER and wife, LOIS M. BAER



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

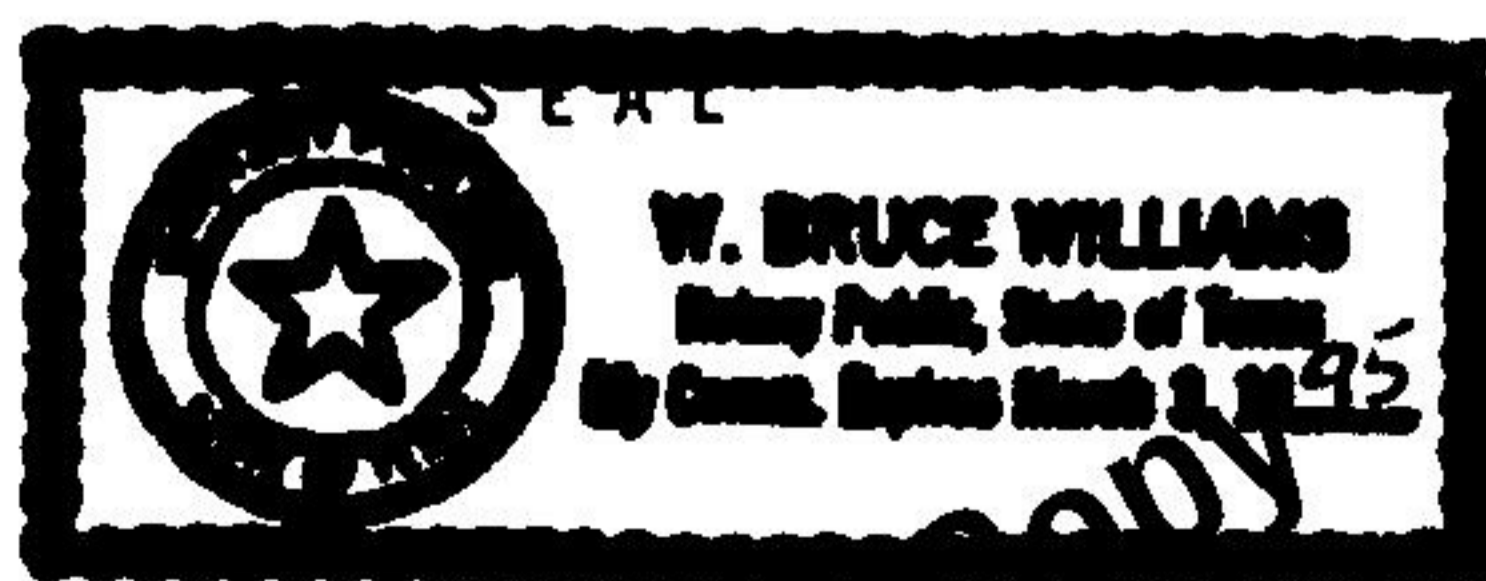
OWNERS (Continued)

[Signature]
Shirley Bradshaw
45181 Park Forest Dr

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 19th day of MAY, 1993:
by DARREN BRADSHAW and wife, SHIRLEY BRADSHAW
by _____ and wife, _____



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

Midland County Clerk Unofficial Copy

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Midland County Clerk Unofficial Copy

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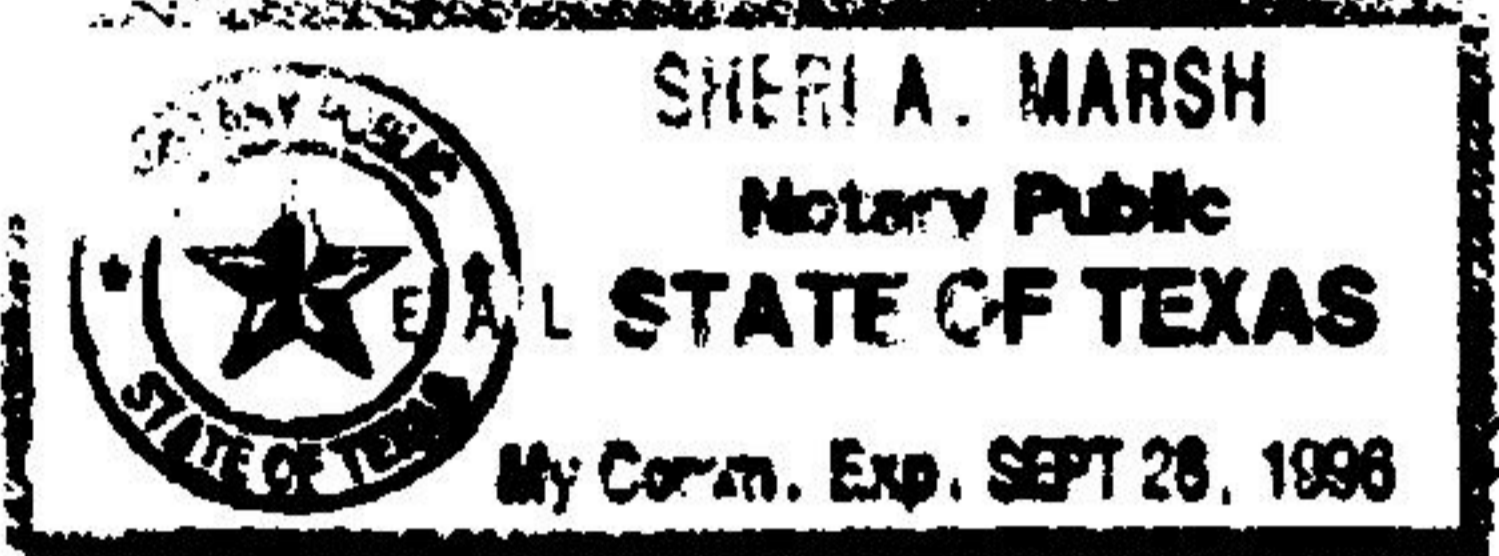
OWNERS (Continued)

[Signature]
[Signature]
4509 CHERRYWOOD

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 21ST day of MAY, 1993:
by W. Bruce Williams and wife, D JAN WILLIAMS,
by _____ and wife, _____,



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

OWNERS (Continued)

[Signature]
[Signature]
4501 Hilltop

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 22ND day of MAY, 1993:
by ANIL KUMAR and wife, MAMTA KUMAR,
by John K. Hayward and wife, Sharon L. Hayward



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

OWNERS (Continued)

[Signature]
[Signature]
4515 Hilltop

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 23RD day of MAY, 1993:
by David Wassenberg and wife, Sharon Wassenberg
by _____ and wife, _____



[Signature]
Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

OWNERS (Continued)

ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this _____ day of _____, 1993:
by _____ and wife, _____,
by _____ and wife, _____

S E A L

Notary Public, State of Texas
Notary's Printed Name: _____
Notary's Commission Expires: _____

This is an additional signature page to the SUPPLEMENTAL RESTRICTIONS AND COVENANTS TO THE EXISTING DEDICATION, COVENANTS AND RESTRICTIONS OF BRIARWOOD ADDITION, SECTION 3, TO ESTABLISH THE BRIARWOOD HOMEOWNERS ASSOCIATION:

OWNERS (Continued)

Kevin Miller
Tina Miller
4412 ROSEWOOD

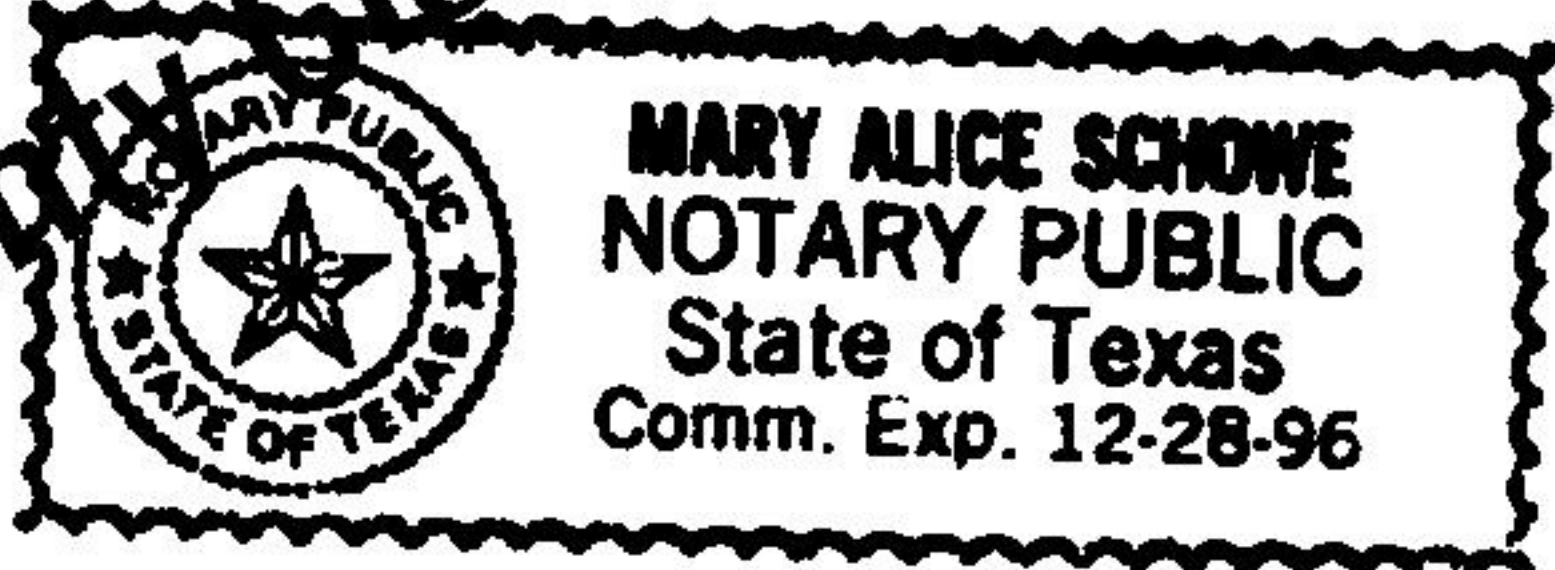
ACKNOWLEDGEMENTS

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me this 31st day of May, 1993:

by Kevin Miller and wife, Tina Miller,
KEVIN MILLER

SEAL



Mary Alice Schowe
Notary Public, State of Texas
Notary's Printed Name: Mary Alice Schowe
Notary's Commission Expires: 12-28-96

- 16 -

Filed for Record on the 3 day of June A.D. 1993, at 12:10 o'clock P.M.

Duly Recorded this the 3 day of June A.D. 1993, at 12:15 o'clock P.M.

INSTRUMENT NO. 10111

ROSENELLE CHERRY, COUNTY CLERK
MIDLAND COUNTY, TEXAS

By Alby Sedrick, Deputy
